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13-55

CONTRACT AGREEMENT

HAZLET TOWNSHIP BOARD OF EDUCATION

AND THE

HAZLET TEACHERS ASSOCIATION

(
SECRETARIES AND CLERKS UNIT
)



1985-1986

1986-1987

1987-1988

X1985 - 1988

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PREAMBLE

This Agreement, entered into by and between the Board of Education of Hazlet Township, New Jersey, hereinafter called the "Board of Education", and the Hazlet Teachers Association, hereinafter called "Association".

WITNESSETH

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 RECOGNITION

Section 1. The Board hereby recognizes the H.T.A. as the sole and exclusive representative for collective negotiation concerning the terms and conditions of employment herein provided for the Secretarial and Clerical employees now employed or to be employed by the Board, except Executive Secretaries, Work Study Students, and Substitutes employed due to the absence of a member of the Bargaining Unit.

Section 2. Wherever used herein the term "Employee" shall mean and to be construed only as referring to Secretarial and Clerical Personnel except Executive Secretaries, Work Study Students, and Substitutes employed due to the absence of a member of the Bargaining Unit.

ARTICLE 2 DEDUCTION FROM SALARY

Section 1. The Board agrees to deduct from the salaries of its Secretaries and Clerks for the Hazlet Teachers Association, the Monmouth County Education Association, the New Jersey Education Association, or the National Education Association, or any one of any combination of such Associations as said Secretaries and Clerks individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310 Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Hazlet Teachers Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations. Deduction authorizations shall be in writing in the form set forth below.

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

NAME _____ SOC. SEC. NO. _____

SCHOOL BUILDING _____ DISTRICT _____

TO: SECRETARY OF BOARD OF EDUCATION, HAZLET, NEW JERSEY

I hereby request and authorize the above named Secretary of the Board of Education to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the Secretary of the Board of Education will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the Secretary of the Board of Education shall deduct any remaining amount due for that current school year. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing Board and all of its officers, from any liability therefor. I designate the Hazlet Teachers Association to receive dues and distribute according to the organization(s) indicated:

Hazlet Teachers Association. _____

National Education Association. _____

Monmouth County Education Association. _____

New Jersey Education Association. _____

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues for each covered member. Any Association which shall change the rate of its membership dues shall give the Board sixty (60) days written notice by certified mail prior to the effective date of such change.

3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

4. The filing of notice of a member's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

Section 2. Non-Association Payroll Representation Fee Deduction

1. If an employee does not become a member of the Association prior to the commencement of a contract year (i.e. from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that contract year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as

majority representative. The fee is not to cover excluded union activities for which fee payment is not required, i.e. partisan activities, political activities or causes, or ideological positions only incidentally related to terms and conditions of employment, and/or any and all benefits available only to members of the majority representative.

2. Amount of Fee

a. Notification Prior to the beginning of each contract year, the Association will notify the Board in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for the coming year. A representation fee to be paid by the non-members will be determined by the Association in accordance with the law.

b. Legal Maximum In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the Association will certify to the Board prior to the start of each contract year the amount of the representation fee to be assessed calculated on an amount equal to the regular membership dues, initiation fees and assessments charged by the Association to its own members and that it does not include any amount of dues, fees and assessments that are expended (1) for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or (2) applied toward the cost of benefits available only to members of the majority representative. The actual representation fee shall be set at no more than 85% of the amount of membership dues, initiation fees and assessments as above defined.

3. Deduction and Transmission Fee

a. Notification Once during the contract year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current contract year. The Board will deduct from the salaries of such employees, in accordance with paragraph (b) below, the representation fee and promptly transmit the amount so deducted to the Association.

b. Payroll Deduction Schedule The Board will deduct the representation fee in equal installments, as nearly as possible, from the pay checks paid to each employee, on the aforesaid list during the remainder of the contract year in question. The deductions will begin with the first pay check paid.

1. Twenty (20) days after receipt of the aforesaid list by the Board.
2. Forty-five (45) days after the employee actually commences his or her duties of employment in a bargaining unit position unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on a lay off, in which event the deductions will begin with the first pay check paid twenty (20) days after the resumption of the employee's employment in the bargaining unit position, whichever is later.

c. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of representation fee to which it is entitled under this Article, the employee shall not be required to pay the entire year's representation fee but rather shall pay a prorata share of the representation fee in a percentage equal to the number of days employed divided by the number of work days in the contract year. In the event that the prorata share is more than the amount which has been deducted at the time of the employee's termination, the Board will deduct the unpaid portion of the fee from the last pay check paid to said employee during the contract year in question, provided that the Board is required to deduct the unpaid portion of union dues from the last pay check paid to union members during the contract year in question.

d. Mechanics Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

e. Changes The Association will notify the Board in writing of any changes in the list provided for in paragraph (a) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than twenty (20) days after the Board receives said notice.

f. New Employees On or about the last day of each month, beginning with the month the Agreement becomes effective, the Board will submit to the Association, a list of all employees who commenced performing their duties of employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of commencement of employment for such employees. New employees shall pay a prorata share of the representation fee for the contract year in an amount equal to the percentage of the days employed divided by the total number of work days in the contract year.

g. Demand and Return The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13-A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. The Association shall provide evidence of the existence of this system to the Board and to all non-union members before any deductions are made. In the event the Association fails to maintain such a system, or if membership is not so available, the employer shall immediately cease making said deductions.

h. Indemnification and Hold Harmless Provision The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board, in conformance with this provision.

i. Effective Date The effective date for the commencement of the agency shop agreement for representation fees shall be the 1985-86 school year. In no event shall any representation fee be deducted by the Board, or transmitted to the Association, for any portion of any preceding school year.

ARTICLE 3 PROBATIONARY PERIOD FOR NEW EMPLOYEES

Section 1. The first sixty (60) days of employment for all new employees will be considered a probationary period for purposes of this agreement.

Section 2. During the aforementioned probationary period, the Board may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Board shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

ARTICLE 4 HOURS OF WORK AND OVERTIME

Section 1. The normal work week shall be from Monday to Friday, both inclusive, and shall be comprised of five (5) days of seven consecutive hours each, exclusive of lunch period, which shall be of one hour continuous duration as assigned by Supervisor.

Section 2. The first hour of work performed beyond the normal work hours in any one day shall be compensated for at the straight time hourly rate. Work performed in excess of eight (8) hours per day or on Saturday shall be considered overtime and compensated for at time and one-half or one and one-half (1-1/2) the straight time hourly rate.

Section 3. Any work required to be performed on Sunday, shall be considered overtime and compensated for at two (2) times the regular rate of pay.

Section 4. In the event any employee is called back to work after the conclusion of the employee's normal assigned work schedule, the employee will be entitled to a minimum of four (4) hours pay at one and one half (1-1/2) times the employee's regular rate of pay.

ARTICLE 5 WORK FORCE REDUCTION

Section 1. The Board agrees that it will not engage any new employees unless all of the employees presently employed are working the scheduled hours noted in this agreement.

Section 2. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Board by category (secretary, clerk), except that in force reduction, the person in each category to be laid off shall have the option to bump a person in any category provided the person bumping has greater seniority and has performed in that position previously. That person so bumped is then entitled to bump the person with the lesser seniority in any category provided they have served in that position so on down the line. The employee with the least seniority in each category shall be laid off first and in rehiring, the same principle shall apply; the last employee laid off shall be the first to be rehired. The provisions of this article shall be subject to the provisions of N.J.S.A. Title 18A.

Section 3. The employees involved in such lay-off shall receive seventy two (72) hours notice in writing prior to any lay-off, and a copy shall be given to the H.T.A. Representative.

ARTICLE 6 JOB VACANCIES, NEW JOBS CREATED, OR PROMOTIONS

Section 1. If new jobs are created within the units subject to this agreement or if such vacancies occur in a higher rated position or if such promotions are to be made, and if two

or more employees determined equally qualified by the Board apply for such position, seniority shall be the determining factor in the selection of employees to fill such positions before any new employees are hired.

Section 2. The Board agrees to post a notice of such new job, vacancy or promotion on the bulletin board for a minimum period of five (5) working days. Such notice shall contain a description of the job, the rate, cut off date for applications, and when the job will be available. Anyone subject to this agreement in order to be considered shall so indicate in writing to the Supervisor posting the notice.

Section 3. In the event an employee covered under agreement is selected to fill such position, the employee and the H.T.A. shall be notified in writing of the employee's acceptance by the Board within three (3) days of such acceptance.

Section 4. Any employee subject to this agreement selected to fill a new position or promotion to a position, either of which is subject to this agreement, shall be granted a trial period of up to sixty (60) days. If it shall be determined by the Board during the said trial period, that the promoted employee is for any reason not qualified to discharge the duties of the position to which he or she was promoted, the employee shall resume his or her former position or a position equivalent thereto. During the trial period the employee shall receive no increase in salary by reason of the promotion but shall, if accepted in the new position, receive such an increase in salary retroactive to the commencement date of the trial period. However, if the employee has equivalent experience in this district and has previously performed the specific higher rated position, such employee shall receive the higher rate immediately.

ARTICLE 7 GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Any grievance of any employee shall be discussed between the employee and the immediate supervisor or the designated representative within ten (10) working days after the occurrence of the grievance. If not settled there, it shall be discussed between the H.T.A. Representative, the employee, and the immediate Supervisor. If not settled there, and provided the grievance involves interpretation or application of the terms of this Agreement, the H.T.A. may, within five (5) school days of the immediate Supervisor's final decision, submit the matter to the Superintendent of Schools and may, within ten (10) school days of the final decision by the Superintendent of Schools, submit the matter in writing to the Board. The grievance shall be reviewed by a Committee of the Board and the committee, at its option, may hold a hearing with the aggrieved and the aggrieved's representative. This shall be done not later than ten (10) working days excluding weekends following the receipt of the H.T.A.'s communication by the Superintendent of Schools. The Board Committee shall communicate their decision in writing to the H.T.A. not later than thirty five (35) calendar days following the meeting.

Section 2. In the event the grievance is not satisfactorily settled by the above procedure within ten (10) days thereafter, then both parties agree that either party may request the New Jersey State Board of Mediation to appoint an arbitrator who shall have full power to hear and determine the dispute, and whose decision shall be final and binding.

Section 3. The time limits herein provided for may be extended by mutual agreement.

Section 4. The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement.

The cost of arbitration shall be shared equally by the Board and the H.T.A.

ARTICLE 8 HOLIDAYS

Section 1. All employees will observe the school calendar from the first to the last day of school; all employees will observe July 4th and Labor Day as holidays.

All holidays shall be observed with pay.

Section 2. Emergency closings of school shall be considered as normal work days. However, the Superintendent of Schools, at his discretion, may grant no more than one (1) emergency closing of school per year with pay to the members of the Unit.

Section 3. In order to be eligible for Holiday Pay, an employee must work on the scheduled workday immediately preceding and following the holiday, unless sick or reasonably excused, and the case of illness, a doctor's note may be required.

ARTICLE 9 VACATIONS

Section 1.

a. All employees in the Bargaining Unit as defined in Article 1, Section 2, may earn vacation in accordance with the following schedule:

During the first year of employment, employees shall receive a pro-rated vacation period as follows:

Six months services as of July 1 equals one (1) week

Thereafter, the following schedule will apply:

<u>Service as of 1 July</u>	<u>Earned Vacation</u>
-----------------------------	------------------------

1 year	10 days
8 years	15 days
10 years	21 days

b. Completed years of service shall be calculated from July 1st of any year. Persons who join the Unit prior to January 1st of any year shall be considered to have completed a year of service on the following July 1st; persons who join the Unit between January 1st and June 30th of any year shall be deemed to have one year's completed service on July 1st of the following year for purposes of this section.

Section 2. Employees must take vacations to which they are entitled within the year following the year in which it was earned. Vacations can neither be accumulated nor go back beyond that year.

Section 3. All employees shall take their earned vacation on a schedule as approved by their Supervisor and the Superintendent of Schools.

ARTICLE 10 LEAVES

Section 1. Sick Leave

- A. All twelve (12) month employees in the Bargaining Unit on staff as of June 30, 1985 shall be entitled to fourteen (14) days paid sick leave and the same shall be cumulative from year to year.
- B. All employees in the Bargaining Unit hired on or after July 1, 1985 shall be entitled to twelve (12) days paid sick leave and those days shall be prorated. The same shall be cumulative from year to year.
- C. During the first year of employment new employees may use unearned sick leave days up to the maximum that would be earned in the first year of employment provided:
 - (1) At least one sick leave day has already been earned.
 - (2) The illness is one where absence is required for a consecutive number of days.
 - (3) The employee returns to work within enough time to earn the number of sick leave days that have been used.

Section 2. Personal Days

All employees in the Bargaining Unit shall be entitled to six (6), non-cumulative, paid days of personal leave of absence each year. Advance approval from their immediate Supervisor or Superintendent of Schools shall be required (except for death and illness of a sudden and unexpected nature.)

- (1) Absence because of death, illness or to attend the marriage or funeral of a member of the immediate family. (Immediate family is any member of the family unit no matter what degree of relationship.)
- (2) Absence for attendance at court because of a subpoena.
- (3) Absence for transactions involving a legal instrument (deed, mortgage, property title, etc.) or a court order.
- (4) Absence for personal business.
- (5) Absence for observance of religious holidays.

Section 3. Jury Duty

Jury Duty-Leave - An employee who is called for jury duty shall be paid full base salary by the Board.

ARTICLE 11 INSURANCE

Section 1. Health Care Insurance Protection

As of January 1, 1980, the Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each Unit member and in cases where appropriate for family-plan coverage.

1. Provisions for the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and shall include all prior benefits previously agreed to.
2. All active employees and their spouses who are covered under Part B of the Federal Medicare Program shall receive a refund of the basic amount paid for timely enrollment in Part B.
3. The health insurance carrier shall be Connecticut General.
4. The Board shall provide to each Unit member a description of the health-care insurance coverage provided under this ARTICLE which shall include a clear description of conditions and limits of coverage as listed above.
5. The health care insurance coverage shall include a non-binding second medical opinion for elective surgery at no cost to Unit members.

Section 2. Dental Insurance Protection

As of January 1, 1982, the Board shall provide the dental insurance protection designated below. The Board shall pay the full premium for individual or full family coverage (subject to the limitation of paragraph 4 following) for each Unit member. It is also understood that the dental insurance protection plan pays only 50% of covered services and it is the responsibility of the individual Unit member to pay the other 50% of the cost of the services.

1. Provisions of the dental-care insurance program shall be detailed in master policies and contracts agreed upon by the Board.
2. The dental insurance carrier shall be Connecticut General.
3. The Board shall provide to each Unit member a description of the dental-care insurance coverage provided under this ARTICLE which shall include a clear description of conditions and limits of coverage as listed above.
4. It is understood that the maximum premium to be paid by the Board is \$140.70 for employee only coverage and an additional \$306.90 for a total of \$447.60 for dependents coverage per employee for the 1985-86 school year. It is understood that the 1985-86 school year premium rates will represent the "cap" for this benefit and will be subject to further negotiations in future years.

In the event that the 1988-89 contract is not settled on or before July 1, 1988, the Board agrees to continue this coverage up to December 31, 1988 or to the date of ratification of the successor agreement, whichever occurs first, on the same terms and conditions as are above set forth.

ARTICLE 12 MISCELLANEOUS

Section 1. No employee shall be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Section 2. The Board shall provide reasonable bulletin board space for the posting of Notices to its Members. Every notice so posted shall bear the name of the person or organization responsible for it and its removal date.

Section 3. Substitutes shall not be subject to the terms and conditions of this Contract.

Section 4. Members of this Unit will have the opportunity to attend the Hazlet Township Adult School at the same tuition rate as is established by the Board of Education to be paid by senior citizens to attend the Adult School. However, this opportunity shall be on a "space available" basis and shall apply only to those course offerings which are not filled by enrollees.

ARTICLE 13

1985-86 SALARY GUIDE

<u>Section 1.</u>	<u>CLERK</u>	<u>SECRETARY</u>
<u>STEP</u>	<u>A</u>	<u>B</u>
1	9,500	11,000
2	9,790	11,330
3	10,070	11,670
4	10,350	12,000
5	10,630	12,330
6	10,910	12,660
7	11,190	12,990
8	11,460	13,320
9	11,740	13,660
10	12,020	13,990
11	12,300	14,320
12	12,580	14,650
13	12,860	14,980
14	13,140	15,310

ARTICLE 13

Section 1.

1986-87 SALARY GUIDE

<u>STEP</u>	<u>CLERK</u>	<u>SECRETARY</u>
	<u>A</u>	<u>B</u>
1.	10,010	11,580
2.	10,320	11,940
3.	10,620	12,300
4.	10,920	12,660
5.	11,230	13,020
6.	11,530	13,380
7.	11,830	13,740
8.	12,140	14,100
9.	12,440	14,460
10.	12,740	14,820
11.	13,050	15,180
12.	13,350	15,540
13.	13,650	15,900
14.	13,960	16,260
15.	14,260	16,620

ARTICLE 13

Section 1.

1987-88 SALARY GUIDE

<u>STEP</u>	<u>CLERK</u>	<u>SECRETARY</u>
	<u>A</u>	<u>B</u>
1.	10,560	12,200
2.	10,860	12,560
3.	11,190	12,950
4.	11,520	13,340
5.	11,850	13,730
6.	12,180	14,120
7.	12,510	14,510
8.	12,840	14,910
9.	13,170	15,290
10.	13,500	15,690
11.	13,830	16,080
12.	14,150	16,470
13.	14,480	16,860
14.	14,810	17,250
15.	15,140	17,640
16.	15,470	18,030

It is mutually understood that in the event that the parties are unable to reach a settlement for a successor agreement by July 1 of a particular year, the employees in the Unit will be granted the step increases as indicated in the existing guide for that contractual period.

Section 2 It is mutually agreed that those presently employed members of the Unit who are employed in the 1985-86 school year and who are covered by this agreement will be placed on the salary guide and step as listed for the 1985-86 school year beginning 1 July 1985-86 school year and ending 30 June 1988. It is further understood that the placement on the step is a continuation of the placement for the 1985-86 and through 1987-88 school years and is by mutual agreement and does not reflect the number of years of service and experience.

ARTICLE 14 DURATION OF AGREEMENT

This Agreement shall become effective July 1, 1985 and shall continue in full force and effect for a period of three (3) years to June 30, 1988 midnight. After June 30, 1988 and so, from year to year, this Agreement shall continue in full force and effect unless either of the parties is given notice in writing of the Articles to be negotiated prior to November 1st preceding the expiration of the contract. Except for this successor Agreement, negotiations are to begin thirty (30) days after the execution of the contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year written below.

Edward O'Brien
Edward O'Brien
President, Hazlet Township
Board of Education

Richard R. Halter
Richard R. Halter, Consultant/
Acting Board Secretary/
School Business Administrator

Harry A. Cannell
Harry Cannell
President, Hazlet Teachers Association

Joseph McDevitt
Joseph McDevitt
Treasurer, Hazlet Teachers Association

Frances Serpico
Frances Serpico

Marcia Marsh
Marcia Marsh

Dated: February 18, 1986